

Panaji, 24th April, 2025 (Vaisakha 4, 1947)

SERIES II No. 4

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are two Extraordinary issues to the Official Gazette, Series II No. 3 dated 17-04-2025 as follows:-

- 1. Extraordinary dated 19-04-2025 from pages 133 to 140 regarding Orders and Notifications from Goa State Election Commission.*
- 2. Extraordinary (No. 2) dated 22-04-2025 from pages 141 to 142 regarding Notification from Department of General Administration.*

GOVERNMENT OF GOA

Department of Co-operation

Notification

5-2024-2023/ARSZ/HSG/3945

Date: 05-Feb-2024

Read: 1. No. 1. Application Ref. No. 3593604072023420 dated 04-Jul-2023.

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Gautam Enclave Co-operative Housing Maintenance Society Limited near Sarang Niwas, Ward No. 3, Dabolim"-Goa is registered under code symbol No.- RCSSZ2023-240087.

Sd/-, *Santosh P. Naik*, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao, 5th February, 2024.

CERTIFICATE OF REGISTRATION

"The Gautam Enclave Co-operative Housing Maintenance Society Limited, near Sarang Niwas, Ward No. 3, Dabolim"-Goa has been registered on 05/02/2024 and its bears registration Code symbol No. RCSSZ2023-240087 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/-, *Santosh P. Naik*, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa. 403602.

Margao, 5th February, 2024.

Notification

5-2030-2023/ARSZ/HSG/4359

Date: 01-Mar-2024

Read: 1. No. (1) Application Ref. No. 3593825072023427 dated 27-Jan-2024.

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "The Kurtarkar Greens Co-operative Housing Maintenance Society Limited Aquem Baixo, Mandop Road, Salcete-Goa."-Goa is registered under code symbol No.- RCSSZ2023-240090.

Sd/-, *Monal Manerikar*, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao, 1st March, 2024.

CERTIFICATE OF REGISTRATION

"The Kurtarkar Greens Co-operative Housing Maintenance Society Limited, Aquem Baixo, Mandop Road, Salcete-Goa."- Goa has been registered on 01/03/2024 and its bears registration Code symbol No. RCSSZ2023-240090 and its classified as "Co-operative Housing Society" under sub-classification "No. 7-(d)-Co-operative Housing Maintenance Society" in terms of rule 8 of the Goa Co-operative Societies Rules, 2003.

Sd/-, *Monal Manerikar*, Asst. Registrar of Co-op. Societies, South Zone, C Type Quarters, C-2 (Ground Floor), PWD Complex, Fatorda, Margao-Goa 403602.

Margao, 1st March, 2024.

GOA HUMAN RIGHTS COMMISSION

Proceeding No 167/2024

Date: 06-Dec-2024

BEFORE THE GOA HUMAN RIGHTS COMMISSION PANAJI-GOA

Proceeding No. 167/2024

Mr. Ashok J. Mapari,
R/o. H. No. 5/1, Moitem Assonora,
Bardez-Goa.

... Complainant

V/s

The Captain of Ports,
Captain of Ports Department,
Panaji-Goa.

... Respondent

INQUIRY REPORT

(06th December, 2024)

The complaint dated 18/10/2024, was received in this Commission regarding recovery of the excess amount from him of Rs.1,98,118/- at the time of his retirement.

2. On perusing the complaint, the Commission by Order dated 23/10/2024, issued notice to the Respondent, calling for their reply.
3. The Respondent filed their reply on 21/11/2024 along with their documents.
4. The Commission heard Mr. Ashok J. Mapari, the Complainant in person and also Mr. Akshay Shirvoikar, Accountant, on behalf of the Respondent.
5. The Commission has gone through the complaint, the reply of the Respondent, the documents of the Parties and has considered the arguments as well as the law on the subject.
6. The Complainant was working in the Captain of Ports Department, Government of Goa as a Master, as a Group 'C' worker and had retired on superannuation on 30/06/2024.

7. In their reply, the Respondent had stated that upon verifying the pay fixation of the Complainant, it was seen that he was erroneously granted higher grade pay at the time of financial upgradation under MACPS in the grade pay of Rs. 2400/- instead of Rs. 2000/- and on verification of the Service Book, a Corrigendum was issued vide Order dated 01/12/2021.
8. The Respondent has produced the letter of Payment of Pension, Gratuity and Commutation dated 26/06/2024, showing the recovery of Rs.1,98,118/-, from the retirement gratuity of the Complainant. On behalf of the Respondent, it was submitted that the recovery was done due to wrongful pay fixation.
9. There is the Judgment of the High Court of Bombay at Goa in the case of *Jotiba Ishwar Mali vs the State of Goa and others, Writ Petition No.285 of 2024*, decided by the Oral Judgment dated 03/04/2024.
10. The above case of *Jotiba Ishwar Mali (supra)* was a case where an excess payment of Rs. 4,18,633/- was recovered from the Petitioner after his retirement on the ground that this amount was wrongly paid to him. The High Court held that the excess payment was not due to any misrepresentation by the Petitioner and it was because of an error on the Respondents' part and further held as under:-

“6. Before such recovery, the principles of natural justice and fair play were not complied with. Besides, such recovery was contrary to the principles the Hon'ble Supreme Court laid down in the cases of the State of Punjab vs Rafiq Masih, A.I.R. 2015 SC 696 and Thomas Daniel vs State of Kerala and others, 2022 SCC Online SC 536.

7. Both the above-referred decisions hold that where monetary benefits were given to the employees in excess of their entitlement due to unintentional mistakes committed by the concerned competent authorities in determining the emoluments payable to them and the employees were not guilty of furnishing any incorrect information/misrepresentation/fraud, which had led the concerned competent authorities to commit the mistake of making the higher payment to the employees, no recoveries must be ordered or enforced after the retirement of such employees. In fact, the direction was not to recover from the retired employees or the employees who were due to retire within one year of the order of recovery.

8. Mr. Naik pointed out that the Central Government has issued an Office Memorandum dated 02.03.2016 following the law laid down in Rafiq Masih (supra). By the Office Memorandum dated 07.03.2017, the Government of Goa has also adopted the Central Government's OM dated 02.03.2016.”

11. Guided by the above Judgments, the Commission finds that the Respondent could not have recovered the excess payment from his retirement gratuity, as the excess payment was not due to any mistake of the Complainant.
12. In the present case, the Complainant had retired on 30/06/2024 and just four days before his retirement, the letter of Payment of Pension, Gratuity and Commutation dated 26/06/2024, was issued to recover the amount of Rs.1,98,118/- from his retirement gratuity.
13. Guided by the Judgment of the High Court of Bombay at Goa (supra), in the facts of the present case, the Commission finds that the Respondent could not have recovered the said overpayment of Rs. 1,98,118/- from the gratuity amount of the Complainant just four days before his retirement and without notice to him and it is not the case of the Respondent that the excess payment was due to any misrepresentation by the Complainant. The Undertaking/Consent obtained from the Complainant dated 30/10/2023, cannot deprive him of his rights arising from the law laid down in the earlier referred Judgments.
14. Accordingly, the Commission recommends that the Respondent shall refund the recovered amount of Rs. 1,98,118/- (Rupees One Lakh Ninety Eight Thousand One Hundred and Eighteen only) to the Complainant as expeditiously as possible and, in any case, not later than 60 days from today. If this amount is not paid to the Complainant within 60 days from today, it will carry interest at the rate of 8% per annum beginning from the date of this order until the date of payment.

15. Under Section 18(e) of the Protection of Human Rights Act, 1993, the Commission shall send a copy of the Inquiry Report together with its recommendations to the concerned Government or authority and they shall, within a period of one month or such further time as the Commission may allow, forward its comments on the report, including the action taken or proposed to be taken, to the Commission.
16. Copy of the Inquiry Report be sent to the Respondent, calling for their comments, including the action taken or proposed to be taken within a period of 60 days or on or before 06/02/2025, in terms of Section 18(e) of the Protection of Human Rights Act, 1993.

Date : 06/12/2024

Place : Panaji-Goa.

Desmond D'Costa,
Acting Chairperson/Member,
Goa Human Rights Commission,

Pramod V. Kamat,
Member,
Goa Human Rights Commission.

Captain of Ports Department

ORDER

No. A-33024/2024/COP/507

Sanction of the Government is hereby conveyed to refund an amount of the recovery of Rs. 1,98,118/- (Rupees One Lakh Ninty Eight Thousand One Hundred Eighteen Only) to Shri Ashok J. Mapari, Retired, Ex-Master of Captain of Ports Department as per Inquiry Report/Order dated 06/12/2024 in Proceeding No. 167/2024/869 of the Goa Human Rights Commission, Panaji-Goa.

The expenditure is debitable to the Budget Head, Demand No. 67, 3051-Ports and Lighthouses, 02-Minor Ports, 102- Port Management, 01-Port Establishment (Non Plan), 01- Salary.

This issues with the approval of Finance (Revenue & Control) Department vide U.O. No. 1400105091 dated 07/01/2025.

By order and in the name of the Governor of Goa.

Octavio A. Rodrigues, Captain of Ports.

Panaji, 24th January, 2025.

Department of Labour

Notification

28/02/2025-LAB/248

Date: 09-Apr-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 20/03/2025 in Case Ref. No. IT/03/2016 is hereby published as required under section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Amalia O. F. Pinto, Under Secretary (Labour).

Porvorim, 9th April, 2025.

**IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI**

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/03/2016

103 Workmen Rep. by
The General Secretary,
Gomantak Mazdoor Sangh,
G-5, Macedo Apartments,
Tisk, Ponda-Goa

..... Workmen/Party I

V/s

M/s. Wallace Pharmaceuticals Pvt. Ltd.,
Curti,
Ponda- Goa

..... Employer/Party II

Workmen/Party I represented by Shri. P. Gaonkar.

Employer/Party II represented by Learned Adv. Shri M. S. Bandonkar.

AWARD**(Delivered on this the 20th Day of the Month of March of the Year 2025)**

By Order dated 09.09.2015, bearing No. 28/28/2015-Lab/853, the Government of Goa in exercise of its powers conferred by clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, (Central Act 14 of 1947)(hereinafter referred to as the “said Act”), referred the existing dispute between M/s Wallace Pharmaceuticals Private Limited and its workmen, for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act. The Schedule of reference is as under:

SCHEDULE

(1) Whether the non-employment of the 103 workmen represented by the Gomantak Mazdoor Sangh, by the management of M/s Wallace Pharmaceuticals Private Limited, Curti, Ponda, Goa with effect from 02/03/2015, is a case of refusal of employment or an instance of strike by the workmen?

(2) In either case, to what relief the workmen are entitled?”

2. Upon receipt of the reference, it was registered as IT/03/2016 and registered A/D notices were issued to both the Parties. Pursuant to service of notices, the Party I thereafter filed the Statement of Claim at Exhibit 4.

3. In their Statement of Claim, Party I stated that they are the 103 temporary workmen employed with the Party II at their pharmaceutical Plant at Curti, Ponda – Goa and they have been working as packers and doing the semi-skilled work and have been kept at daily wages for the last several years. The Party I stated that they were employed as temporary workmen but were doing the same work as was done by permanent workmen.

4. The Party I stated that the Party II is M/s Wallace Pharmaceuticals Pvt. Ltd. and is a part of the larger Wallace Group which is a privately owned Pharmaceutical & Biotechnology Group headquartered in Goa, India wherein the Wallace Group employs over 2300 personnel with offices and facilities in several key locations in India and around the world. The Party I states that the products manufactured at the Plants are all pharma products.

5. The Party I states that for the last many years, the temporary workmen were attempting to form an Union to demand for better wages, better working conditions, permanency and for raising a demand in relation to the unfair labour practices prevalent in the Plant of Party II at Curti, Ponda and further states that there was an existing union formed by the permanent workers affiliated to the Goa Union of Industrial Workers. The Party I states that the Management on the other hand had started with the policy of reconstructing production and the Company had resorted to sub-contracting of production, shifting of departments, Plant and production from the Plant at Curti to other units which amounted to reorganization due to which the service conditions were adversely affected and the temporary workmen were forced to

raise a demand to the Management to cease and desist from the unfair labour practice and not to close down the production of the existing products.

6. The Party I stated that the demands of the permanent workers were also not resolved and the disputes between the permanent workmen and the management was in progress and on 01/03/2015, suddenly there was a stoppage of operation at the Factory which continued till the 2nd shift and on 02/03/2015, the Management kept all the workers out including the permanent and temporary and thereafter, after discussions with the Management, the permanent workers were allowed to resume the duty w.e.f. 03/03/2015 but temporary workmen were not allowed to resume the duty since 02/03/2015. The Party I states that in order to thwart the process of forming a Union of temporary workmen, the Party II on 02/03/2015 refused to allow the temporary workmen from entering the Factory premises. The Party I states that they were reporting for work at the Factory of Party II from 02/03/2015 but they were not allowed to join duties. The Party I states that thereafter, on 10/03/2015 they decided to join the Union by name Gomantak Mazdoor Sangh and since then continued to be the members of the Gomantak Mazdoor Sangh.

7. The Party I states that the Party II refused to pay their legal dues and the permission for termination of their employment was not obtained from the Government. The Party I states that on 10/03/2015, they wrote a letter to the Party II raising a demand that the temporary workers who have been refused employment be reinstated in service with continuity in service and full back wages and as there was no reply or any action on behalf of Party II, the Party I wrote to the Labour Commissioner vide letter dated 12/03/2015 requesting intervention in the matter of refusal of employment to 103 workmen.

8. The Party I states that the dispute in respect of Charter of Demands is also pending before this Tribunal and the workmen in this reference are connected with the said dispute. The Party I states that before termination of their services, an application u/s 33 of the Industrial Disputes Act, 1947 was not filed before this Tribunal and hence the refusal of employment is in violation of Section 33 of the Industrial Disputes Act, 1947 and therefore the refusal of employment is illegal, unjustified and bad in law and that they are entitled for reinstatement with full back wages and continuity of service.

9. The Party I states that the act of the Party II in not regularizing the 103 workmen despite there being vacancies amounts to unfair labour practice and also discrimination and violation of the principles of equality. The Party I further states that before refusal of employment, the Party II did not pay or offered them the retrenchment compensations, notice pay or any other legal dues.

10. In its Written Statement filed at Exhibit 6, the Party II submits that the Order of Reference itself is vague and does not disclose proper cause of action and states that the Party II and the Union had signed Settlement dated 05/04/2006. That in view of Clause-30 of the said Settlement, the Gomantak Mazdoor Sangh has no locus standi to raise any dispute in connection with the temporary employment and therefore the reference is bad-in-law. The Party II submits that the temporary workers who were required for work on 02/03/2015 resorted to illegal and unjustified strike and stoppage of work leaving the place of work after 1.30 p.m. on that day. Therefore, it is clear that non-employment of the temporary workmen is at the instance of the strike resorted by the temporary workmen themselves in the 2nd half of General Shift.

11. The Party II submits that the workmen are still continuing on the strike thereby attracting the provisions of Chapter V-B of the Industrial Disputes Act, 1947 which does not arise as the Management at any point of time had not terminated or refused employment to any of the workmen. The Party II further submits that since employment of temporary workmen was depending upon the exigency of work, at no point of time on any day the Company has employed 103 temporary workmen. None of the workmen have any time completed 240 days in any period of 12 months, on that ground alone the reference ought to be rejected.

12. The Party II submits that the Employer denies that 103 workmen were employed with the Party II Plant for the last many years as packers and were doing semi-skilled work and/or were kept at daily wages for several years. It is submitted that these workmen worked as and when required for work and that they were employed as temporary workmen and were not doing the same work as was done by the permanent workmen. The Party II submits that the Party I themselves self-terminated their temporary employment and further submitted that the demand raised by the Gomantak Mazdoor Sangh vide their letter dated 12/03/2015 for a revision of the daily wages is proof that the temporary workers stopped work in order to press their demands and that there was no refusal of employment as alleged.

13. The Party II denies that they were indulging in any unfair labour practices and/or violating any principles of natural justice, including the provisions of Industrial Disputes Act, 1947. The Party II denies that the Party I/Workmen have been in continuous employment with Party II and these workmen have been employed purely on a temporary basis from time to time depending upon work requirement and the availability of the workmen. The Party II submits that the Dy. Labour Commissioner has no powers to direct the temporary workmen to report for duties again in view of the Settlement dated 05/04/2006. The Employer submits that from 11/10/2015 it has shifted the manufacturing and all connected activities from its Factory at Ponda to its site at Nalagarh in Himachal Pradesh and from that date no work is available at its Factory at Ponda even for its permanent workers who have been asked to report to the Nalagarh site and denies that any act of the Company amounts to unfair labour practice. The Party II further denies that it has terminated the services of the Party I and/or that it was required to obtain permission under the Chapter V-B of the Industrial Disputes Act, 1947. It is submitted that the Party I/Workmen have not made out a case and no case exists for granting any relief/prayer as prayed for by the Party I.

14. In the Rejoinder at Exh.7 filed by the Party I/Union, the Party I denied the defence taken by Party II in their Written Statement and maintained and reiterated the facts stated in their Claim Statement.

15. Considering the pleadings filed by both the Parties, following Issues were framed by this Tribunal on 01/08/2016 at Exhibit 8.

Issues

1. *Whether the Party I/ Workmen proves that the action of Party II/Management in refusing employment to 103 temporary workmen w.e.f. 02/03/2015 is illegal and unjustified?*
2. *Whether the Party I proves that the Party II has not complied with the provisions of law and hence refusal of employment is illegal and therefore the Party I/Workmen are entitled for re-instatement with full back wages, continuity in service with consequential benefits?*
3. *Whether the Party I proves that the Party II indulged in unfair labour practices in not regularizing the workmen and giving them artificial breaks which amounted to discrimination and violation of principle of equality?*
4. *Whether Party I proves that the Party II entered into third party sub-contracting without following the procedure laid down under Section 9A of the Industrial Disputes Act?*
5. *Whether Party II proves that the Gomantak Mazdoor Sangh has no locus standi to raise the alleged demands on behalf of any temporary workmen?*
6. *What Relief? What Award?*

16. I have gone through the records i.e. the pleadings, the oral as well as documentary evidence adduced by both the Parties, the written synopsis filed as well as the oral arguments advanced by both the Parties and after considering the same my findings on the issues with reasons are as follows:

| | | |
|--------------------|---|--------------------|
| Issue No. 1 | : | In the Affirmative |
| Issue No. 2, 3 & 4 | : | In the Affirmative |
| Issue No. 5 | : | In the Negative |
| Issue No. 6 | : | As per Final Order |

Reasons

17. Issue No 1: It is in the evidence of Shri P. Gaonkar, Workmen's witness No.1 that there were 103 temporary workmen employed with the Party II at their pharmaceutical Plant at Curti, Ponda – Goa as packers and semi-skilled workers. That these temporary workers were employed on daily wages for several years, however, they were doing the same work as was done by permanent workmen. He further stated that

these temporary workmen were attempting to form a Union to demand for better wages, better working conditions, permanency in employment and raising demands in relation to the unfair labour practices prevalent in the Plant of Party II at Curti, Ponda. The permanent workmen working in the Plant had formed a Union affiliated to the Goa Union of Industrial Workers. It is further stated that the Party II Management had started with the policy of reconstructing production, and pursuant to that the Company resorted to sub-contracting of production, shifting of departments, Plant and production from the Plant at Curti to other units which constituted re-organization of the Plant due to which the service conditions were adversely affected. The temporary workmen therefore raised a demand with the Management to cease and desist from the unfair labour practice and not to close down the production of the existing products.

18. WW1, Shri Puti Gaonkar further stated that the demands of the permanent workers were also not resolved by Party II for which there was a dispute between the permanent workmen and the management. That on 01/03/2015, suddenly there was a stoppage of operation at the Factory which continued till the 2nd shift and on 02/03/2015, the Management kept all the workers out including the permanent and temporary and thereafter, after discussions with the Management, the permanent workers were allowed to resume the duty w.e.f. 03/03/2015 but temporary workmen were not allowed to resume the duty since 02/03/2015. The Party I states that in order to thwart the process of forming a Union of temporary workmen, the Party II on 02/03/2015 refused to allow the temporary workmen from entering the Factory premises. The Party I states that they were reporting for work at the Factory of Party II from 02/03/2015 but they were not allowed to join duties. The Party I states that thereafter, on 10/03/2015 they decided to join the Union by name Gomantak Mazdoor Sangh and since then continued to be the members of the Gomantak Mazdoor Sangh.

19. In the cross-examination, Shri Gaonkar maintained his statement that the dispute was raised in respect of 103 workmen before the Conciliation Officer. The Party II on the other hand sought to confront the witness by raising a defence that the list enclosed by the workmen at Exh.21Colly giving the names of 103 workmen is the personal list which is prepared by WW1 and the same is not the list as referred in the Order of Reference. It is further the defence of the Management that the names of the workmen mentioned in the letter dated 10/03/2015 (Exh.22Colly) is bogus and fabricated and the said letter at Exh.22Colly was never given to the Management which suggestive defence has been denied by WW1 in the cross-examination.

20. The other defence which the Party II raised is as regards to the Memorandum of Settlement dated 05/04/2006 signed by the General Secretary of Gomantak Mazdoor Sangh at Exh.32. The Party II therefore contended that in view of signing of the Settlement, the workmen could not have gone on strike. The other defence which the Employer/Party II has taken is that since the names of those 103 workmen have not been mentioned in the Order of Reference therefore the Reference itself is vague, incapable of adjudication and nobody can substitute those names by making an application. It is further contended that the Union has filed an application and has given the names of the 103 workmen. All the names which have been submitted by the Union do not show that these workmen were working with the management and for how long. Physically, Union has submitted only the names of 51 workmen who are alleged to be working with the management for a month or so on different dates. The Employer/Party II further disputed the list produced by the Party I along with their Statement of Claim stating that the said list is the concocted list prepared by the Party I/Workmen.

21. The arguments of the Employer/Party II with reference to the Settlement is that the Party II had relied upon and produced the document which is a settlement signed between the management of Wallace Pharmaceuticals Private Limited and Gomantak Mazdoor Sangh and Mr. Puti Gaonkar has signed the settlement as a General Secretary of the Union. The said settlement is a valid settlement which has not been terminated by Mr. Puti Gaonkar. The entire settlement getting certain benefit to workmen and that in the Clause-30 of the settlement clearly reads as under:-

Agreement to point No. 30:

It is agreed that after balance 14 employees no temporary/ seniority list will be maintained henceforth and temporaries will be called depending upon work requirement and as per discretion of the management.

22. In view of said settlement, it is very clear that the company can employ temporary workmen without maintaining the seniority and temporaries will be called depending upon work requirement and as per discretion of the management. In view of the said settlement, the Union does not argue that the company cannot employ temporary workmen, because right is given by virtue of the Settlement signed between the Parties under Section 2(p) read with 18 (1) of Industrial Disputes Act, 1947 which is a valid settlement.

23. Ld. Advocate, Shri Bandodkar contended that the argument canvassed by Mr. Puti Gaonkar that he was pressurised to sign the Settlement is absolutely false and obnoxious. That no pleadings are there to show that he was forced to sign the said Settlement nor it is being pleaded in the Statement of Claim or Rejoinder or in the evidence that he was pressurised to sign the Settlement. According to Shri Bandodkar, the Employer/Party II has got right to take the temporary workers as and when required. It is further submitted that the list of 103 workmen which he has submitted is not shown in the Order of Reference. Therefore, in view of the judgement of **Rajasthan High Court in Suresh Chandra v/s. General Manager, Rajasthan State Bridge & Construction Corporation (2002 (94) FLR 843)** “It is beyond the scope and jurisdiction of this Hon’ble Tribunal to interfere with the order of reference and Tribunal cannot travel beyond the terms of reference”. Ld. Advocate Shri Bandodkar contended that the documents produced by Party I/Workmen nowhere mentions as to how many days the workmen have worked except mentioning the date of joining the employment. Even the date of termination has not been mentioned. Therefore, the documents produced on record absolutely do not show that they have completed 240 days in preceding 12 months which is mandatory to get any relief. Since the workmen have failed to discharge the burden of proving that they have completed 240 days as per the judgement in **Suresh Chandra (Supra)**, it clearly shows that Party I is not a ‘workman’ in terms of the definition ‘workman’ as provided in the Industrial Disputes Act, 1947. Therefore, it is the contention of the Party II that the Company have all the right to employ temporary workmen as per the Settlement dated 05/04/2006. Secondly, the Party I/Workmen have failed to show that in terms of Section 25F, 25B and 25C they have completed 240 days in 12 calendar months. In support, the Employer/Party II placed reliance in the Case of *M/s Shalimar Works Ltd. v/s Their Workmen* AIR 1959 Supreme Court 1217 it is held that “*when the first reference was made, the Tribunal would be justified in refusing the relief of reinstatement to avoid dislocation of the industry specially so when the reference was vague inasmuch as the names of 250 workmen to be reinstated were not sent to the Industrial Tribunal*”.

24. In the case of **Narang Latex and Dispersions Pvt. Ltd. v/s S. V. Suvarna (Mrs.) & Anr. 1994 II CLR 51** it has been observed that “*the burden of proof – reference as regards termination of service of a workman – Termination after domestic enquiry – whether enquiry was fair and just was the issue – on whom is the burden or who to enter witness box first – Held that on the principle that the burden would lie on a party would fail if no evidence is led by either of the parties, it would be for the workman to lead evidence first in order to show that the domestic enquiry is not fair and proper and therefore the order of dismissal is wrongful*”.

25. In the case of **Escorts, Ltd. v/s Presiding Officer and another 1997 (3) L.L.N.65**, the Hon’ble Supreme Court of India has observed that “*Industrial Disputes Act, 1947, Ss. 2 (oo)(bb), 25F and 25G – Retrenchment – Definition of Termination of services of daily-wage workman in accordance with terms of appointment is not retrenchment – Termination of services of workman as a result of non-renewal of contract of employment between the employer and workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein is not retrenched under S.2 (oo) – Labour Court was in error in holding that it constituted retrenchment and hence protected by Ss. 25F and 25G of the Act*”.

26. As against this, the case put up by the Party I/Workmen on record through their Claim Statement and by examining their witness is that according to Party I on 02/03/2015 all permanent workers of Party II were on strike and after the lunch-break these workers were not allowed to enter the Factory. That on 03/03/2015, there was an understanding between the Union and the permanent workmen pursuant to which all the permanent workmen resumed duty however the temporary workers i.e. the workers under the reference were not allowed to resume their duty. Thus, there was a clear case of refusal of employment by the Employer/Party II. Against this, the defence which the Party II has taken is that the temporary workers

did not resume their duty on their own and as such there was a self-termination. Contrary to the above defence, the Management witness No.1 in their cross-examination categorically admitted that on 02/03/2015 all the permanent workers were on strike outside the Factory premises and there is a clear admission by this witness to say that the temporary workmen were working. He further stated that on 03/03/2015 the permanent workers did not resume their duty and remained present at the Gate, however, this witness conveniently denied knowledge when put to him that it is the permanent workers who prevented temporary workers from coming inside the Factory. It is the further the defence of the Party II that the letter dated 09/03/2015 (Exh.60) indicates that the temporary workers have terminated their employment out of their own accord.

27. At one point the Management is admitting that they did not receive any letter/notice from Goa Union of Industrial Workers' Union or from Gomantak Mazdoor Sangh to say that the workers are going on strike. At the same breath the Management is taking a defence that the workers under the reference terminated their employment on their own accord. Thus, the Party II indirectly admits that these temporary workers did not resume their duty in the second half of 2nd of March. This version of the Management witness No.1 again contradicts its voluntary statement whereby he stated that on 02/03/2015 in the 2nd half temporary workers joined the permanent workers at the Gate. When the strike was of the permanent workers and that the temporary workers had resumed their duty in the morning in the 1st half, then there seems to be no reason for the temporary workers not to resume their duty in the 2nd half and to illegally join the permanent workers at the Gate who were on strike. Therefore, the contention of the Party I/Workmen that on 02/03/2015 these workers were not allowed to join their duty by the Party II which act amounted to refusal of employment does carry strong weightage.

28. On the other hand, the Party II has demolished their own defence in the cross-examination and could not prove anything positively to suggest that there was self-termination of employment by the Party I workmen. It is pertinent to note here that assuming without admitting that there was self-termination of employment by these temporary workers, then there was no reason for them to raise any dispute with the Management and thereafter take the matter before the Dy. Labour Commissioner. The record also reveals that the Dy. Labour Commissioner vide his letter dated 14/04/2015 had advised the Management to allow these workers to resume their duty. No doubt, the Dy. Labour Commissioner is not authorised to give any direction to the Employer/Party II to allow the workmen to work in their Company and does not have any power to pass any Order such as staying of transfer of such employee, approaching the Conciliation Officer for the purpose of conciliation as contended by Ld. Advocate Shri Bandodkar and as observed in the Case of **VIP Industries Ltd. v/s VIP Industries ShramikSangh and Another 2012 LLR 925**, wherein the Hon'ble Bombay High Court has observed that "*Industrial Disputes Act, 1947—Section 33, 33A (a) and (b)—Industrial Disputes (Bombay) Rules, 1957—Rules 11 and 65—Transfer of employees of appellant-company—From Nagpur to Sinnar and Haridwar—Branch of section 33 alleged—Conciliation Officer under section 33A passed stay order staying the transfer of such employees—Section 33A(a) does not give any adjudicatory power to Conciliation Officer—Conciliation Officer could not have stayed the order transferring the employees—impugned order dated 21.7.2011 suffers from a jurisdictional error – Same is liable to be set aside and is set aside*". However, the fact remains that the Dy. Labour Commissioner immediately constrained that there was a refusal of employment by the Employer/Party II and advised the Management to allow these workmen to resume their duty. It is a different matter altogether that despite such advice, the Management did not allow them to resume the duty. Thus, there is an affirmative circumstantial evidence which favours the Party I/Workmen against the defence taken by the Management that there was a self-termination of employment by the workers. Therefore the refusal of employment is not far from illegal and unjust termination of employment by the Employer/Party II. Hence, this Tribunal answers Issue No.1 in the affirmative.

29. **Issue No. 2, 3& 4:** It is the defence of the Employer/Party II that all the 103 workmen have not completed 240 days and they have worked for only one month for which wage slip has been produced. It is further submitted that it was obligatory on the part of the workmen to lead evidence that they have completed 240 days to get any relief as per section 25F, 25B and 25C of the Act to show that they have completed 240 days in preceding 12 months. In view of that, it is submitted by Ld. Advocate Shri Bandodkar that these workmen since working temporary cannot claim any relief in terms of the Industrial Disputes Act, 1947 and that the temporary workmen have no lien over the employment.

30. In support of his above contention, Ld. Advocate Shri Bandodkar placed reliance on ennumber of judgements to show that the Workmen in the present reference are not entitled to claim any benefit of their employment with Party II as they have not completed 240 days in a year.

31. In the case of **Goverdhan v/s Chief Municipal Officer 2025 LLR 28**, the Madhya Pradesh High Court has held that “*Mere filing of an affidavit by the workman that he has worked for more than 240 days during preceding 12 months cannot be regarded as sufficient evidence*”.

32. In the case of **Badal Prasad v/s The State (NCT of Delhi) &Anr. 2012 LLR 1125**, the Delhi High Court has held that “*burden to prove 240 days’ working lies upon the workman-ESI Card shows his date of appointment*”.

33. In the case of **Ashok U. Nikam v/s Tata Power Company Ltd. 2019 LLR 273**, the Hon’ble Bombay High Court has held that “*Industrial Disputes Act, 1947–Section 10(1) and 25B–Reference of dispute–Rejected–Reference was at the instance of petitioner-workman–There is no case under section 25-B (1) of Act–it was thus necessary for employee to show that his case fell within section 25-B (2)–He failed to establish that he completed continuous service of 240 days– Therefore, no fault can be found with impugned award of Labour Court*”.

34. In the case of **U. P. Project Corpn. Ltd. and Anr. v/s Presiding Officer, Labour Court-1 and Anr. 2015 LLR 250**, the Allahabad High Court has held that “*burden of proof of working for 240 days lies on the person who pleads the same i.e., the workman*”.

35. The evidence on record reveals that these workmen under the reference were working with Party II for several years which fact has been confirmed on the basis of the Pay Slips which indicates the initial date of appointment from the year 2005 onwards. If this is true, then it is obvious that the Company was functioning with 80 permanent workers and more than 116 temporary workers which ratio in true sense amounts to unfair labour practice being adopted by the Company as the Company for years together deprived these temporary workers from the status of permanent workers and thereby deprived them of all the benefits applicable and available to the workers on their regularisation and after giving them the status of permanent workers. The Party II/Employer though engaged these temporary workers for years together however, they were given breaks intermittently so as to avoid giving them the status of permanency in their service. As such it is contented by the Workmen/Party I that the Party II engaged in unfair labour practices and deprived these workmen from all the benefits applicable to the workmen once they are regularised in the services.

36. Section 25B of the Act provides:

(1) A workman shall be said to be in continuous service for a period if he is, for that period, in uninterrupted service, including service which may be interrupted on account of sickness or authorised leave or an accident or a strike which is not illegal, or a lock-out or a cessation of work which is not due to any fault on the part of the workman;

(2) Where a workman is not in continuous service within the meaning of clause(1) for a period of one year or six months, he shall be deemed to be in continuous service under an employer

(a) For a period of one year, if the workman, during a period of twelve calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than

(i) One hundred and ninety days in the case of a workman employed below ground in a mine and;

(ii) Two hundred and forty days, in any other case;

(a) For a period of six months, if the workman, during a period of six calendar months preceding the date with reference to which calculation is to be made, has actually worked under the employer for not less than

(i) *Ninety five days, in the case of a workman employed below ground in a mine; and*

(ii) *One hundred and twenty days, in any other case.*

37. Thus, as per the definition of the continuous service in terms of Section 25B, a workman is said to be in continuous service for a period prescribed thereunder under clause-2, provided, there is a cessation of work which is not due to any fault on the part of the workman, which is one of the precondition to determine that the workman did not complete a particular period to get himself covered under the definition of continuous service. In the present case, the evidence on record clearly indicates that despite the Party I/Workmen being employed by the Employer/Party II since 2005, they were not regularised in their services. As such they were deprived from getting all the benefits applicable to the permanent workmen which act constitutes unfair labour practices on the part of the Management. The Management witness further in his cross-examination categorically admitted that they had taken the contract labour through M/s Mahalsa Services. Thus, this confirms that the refusal of services to these temporary workmen by the Employer/Party II was not on account of closure of the Factory, no work in the Factory or on account of any financial crisis. The workmen in the present case have sufficiently proved that they have completed 1 year of continuous service in terms of Section 25B(1) of the Industrial Disputes Act and therefore it was obligatory on the part of the Management to follow the mandate of Section 25F. In this case, the Management since have terminated all the temporary workmen without complying with the mandate of Section 25F, therefore, the termination of all these employees is illegal and void. In the case of **Deepali Gundu Survase v/s Kranti Junior Adhyapak, (2013) 10 SCC 324**, it is held that “*to prove a case of retrenchment under Section 25F, the workman has to show that he was in ‘continuous’ service*”.

38. In the case of **Sarita Melwani v/s Pallavi Talekar, 2008 (2) CLR 679**, the Division Bench of the Hon’ble Bombay High Court has held that “*therefore considering the factual and legal position we are of the view that the case of the workmen, therefore clearly falls under the provisions of Section 25B(1) and it is not necessary for the workmen to separately prove that they had worked for a period of 240 days in the preceding year before their termination.*”

39. In the case of **Jeetubha Khansangi Jadeja v/s Kutchh District Panchayat** in Para 35 of the said Judgment, the Hon’ble Supreme Court has held that “*We would, however, like to add a caveat here. There may be cases where termination of a daily-wage worker is found to be illegal on the ground that it was resorted to as unfair labour practice or in violation of the principle of the last come first go viz; while retrenching such a worker, daily wage junior to him were retained. There may also be a situation that persons junior to him were regularised under some policy but the workman concerned terminated. In such circumstances, terminated worker should not be denied reinstatement unless there are some other weighty reasons for adopting the course of grant of compensation instead of reinstatement. In such cases, reinstatement should be the rule and only in exceptional cases for the reasons stated to be in writing, such a relief can be denied.*”

40. The Party I has been able to prove that they were refused employment by the Party II/Employer which act amounted to termination of their services and the Party I have been further able to prove that they were in continuous service in terms of definition of Section 25B(1), therefore, the Employer/Party II ought to have complied with mandatory provisions of Section 25F. Having failed to do so, the termination of all the 103 workmen at Annexure-A to the list of documents submitted by the Party I/Workmen along with their Statement of Claim was illegal and an act of unfair labour practice, hence, all these three Issues stands answered in favour of Party I/Workmen in the affirmative.

41. **Issue No. 5:** In the case of **AnzGrindlays Bank v/s General Secretary, Grindlays Bank Employees Union, Mumbai and Others** held that “*the membership of Union is not a condition precedent to espouse an industrial dispute of a workman. The Union can espouse cause of even a non-member who approaches it for help*”.

42. Considering the ratio laid down in the case above, Issue No.5 stands answered in the negative.

Hence, the following Order:

ORDER

- (i) The reference stands allowed.
- (ii) Consequently, the action of Party II/Management in refusing employment to 103 temporary workmen with w.e.f. 02/03/2015 is declared illegal and unjustified.
- (iii) The workmen be granted the relief of reinstatement with full back wages or in the alternative all the workmen be granted all their legal dues and benefits in compliance with Section 25F of the Industrial Disputes Act, 1947 w.e.f. 02/03/2015.
- (iv) No order as to costs.
- (v) Inform the Government accordingly

Vijayalaxmi Shivolkar, Presiding Officer, Industrial Tribunal cum Labour Court.

Panaji, 20th March, 2025.

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Department of Personnel

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Order

22/10/2018-PER/1066

Date: 15-Apr-2025

Read: 1. No. 22/10/2018-PER/1066 dated 15-Apr-2025.

The Governor of Goa is pleased to transfer and post Smt. Sunita Sawant, Superintendent of Police (South) as Superintendent of Police (ANC) with immediate effect.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-II).

Porvorim.

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Order

22/10/2018-PER/1067

Date: 15-Apr-2025

The Governor of Goa is pleased to transfer and post Shri Tikam Singh Verma, IPS, Superintendent of Police (ANC) as Superintendent of Police (South) with immediate effect.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-II).

Porviroim.

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Notification

5/8/2022-PER/757

Date: 11-Mar-2025

In pursuance to Rule 23 of the Goa Civil Service Rules, 2016, the Departmental Examination for the Junior Scale Officer of Goa Civil Service mentioned in the enclosed annexure is scheduled from 28/04/2025 to 30/04/2025 at GIPARD, Ella Farm, Old Goa as per the schedule mentioned below:-

| Sr. No. | Date | Time | Paper | Venue |
|---------|---------------------------|-------------------------|---|----------------------------------|
| 1. | 28/04/2025 (Monday) | 10.00 a.m. to 1.00 p.m. | Paper I – The Goan ethos, basic principles of Goa and general studies (without books) | GIPARD, Ella Farm, Old Goa |
| 2. | 28/04/2025 (Monday) | 2.00 to 5.00 p.m. | Paper II – Legal foundation of Government (with books) | |
| 3. | 29/04/2025 (Tuesday) | 10.00 a.m. to 1.00 p.m. | Paper III – Legal Machinery of Government (with books) | |
| 4. | 29/04/2025 (Tuesday) | 2.00 to 5.00 p.m. | Paper IV – Financial Management in Government (with books) | |
| 5. | 30/04/2025 (Wednesday) | 10.00 a.m. to 1.00 p.m. | Paper V – Administrative skills in Government (with books) | |
| 6. | 30/04/2025 (Wednesday) | 2.00 to 4.00 p.m. | Paper VI – Contemporary issues in Governance (without books) | |

The candidates shall report to the examination centre at GIPARD atleast 30 minutes before the commencement of the examination on each day, along with a valid ID proof in original / or the ID Card provided by GIPARD during the Departmental Training.

No mobile phones or any electronic gadgets will be allowed in the examination hall.

Each candidate has to write ONLY Seat Number on his/her answer book/supplements (if any). No other details or inscription/symbols or any description which can reveal the identity of the Candidate, shall be made on the answer book, etc. In such event, where the identity of the Candidate is revealed, the answer book shall not be assessed and the Candidate will be awarded NIL marks.

No material in the form of books, notes, electronic gadgets, etc. will be allowed in the Examination Hall for the examination which are conducted without books.

Books/reading material/class notes/powerpoint presentations will be allowed to be taken in the Examination Hall only for Paper II, Paper III, Paper IV and Paper V. In case Candidates are carrying with themselves the relevant books/reading material/class notes/powerpoint presentations in the electronic form on laptops/tablets, then the Candidates shall necessarily deposit the said laptop/tablet with the Controller of Examination at GIPARD, for the purpose of disabling all network connections, etc.

The Officer shall be declared passed in the examination, if he/she secures a minimum of 45% of the total marks in each paper.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

ANNEXURE

| Seat No. | Name of the Junior Scale Officer of Goa Civil Service |
|----------|---|
| 001 | Shri Gaurish Khedekar |
| 002 | Smt. Shama Narvekar alias Smt. Shama J. Arondekar |
| 003 | Shri Laxmikant R. Dessai |
| 004 | Smt. Varsha Parab |
| 005 | Shri Dasharath Gawas |
| 006 | Shri Laxmikant Kuttikar |
| 007 | Shri Abhijeet Uddhavrao Nikam |



Department of Town and Country Planning

Notification

36/18/423/17(2)/SJDA/264/1-B/TCP/2024/194

Date: 22-Apr-2025

Read: 1. No. 36/18/423/17(2)/SJDA/264/1-B/TCP/2024/194 dated 22-Apr-2025.

Whereas, the Town and Country Planning Department received Application dated 17/01/2024 of The Congregation of the Sisters of the Little Flowers of Bethany (hereinafter referred to as “the Applicant”), under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plot of land as specified in detail in columns (2) to (5) of the Table below:

TABLE

| Sr. No. | Survey No. & Sub Division No. | Name of Village | Name of Taluka | Name of District | Alteration/modification carried out to the RPG-2021 |
|---------|-------------------------------|-------------------|----------------|------------------|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 264/1-B(Part) | Sao Jose de Areal | Salcete | South Goa | Settlement Zone |

And whereas, the rectifications/corrections as requested in the said Application by the Applicant was scrutinized and recommendation of the Expert Committee alongwith the Report from registered professional was submitted to the Government for decision;

And whereas, the Government considered the said Reports and it was of the opinion that alterations/modifications as specified in column (6) of the above Table corresponding to survey numbers as specified in column (2) of said Table was necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and as such 20/06/2024, the Government directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the above Table to the RPG-2021;

And whereas, the rates of processing fees and other fees for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) were notified vide the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023 came into force on the date of its publication in the Official Gazette i.e., 16/03/2023;

And whereas, the said rates have been revised vide the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024, published in Official Gazette, (Supplement), Series I No. 52, dated 28/03/2024;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 came into force on the date of its publication in the Official Gazette i.e., 28/03/2024;

And whereas, the Town and Country Planning Department carried out the assessment of fee payable in respect of the said Application dated 17/01/2024 of the Applicant as per the rate notified in the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023, by considering the rate of fee which was applicable on the date of receipt of the said Application i.e. 31/07/2023 and accordingly issued Assessment Order No. 36/18/423/17(2)/SJDA/264/1-B/TCP/2024/1287 dated 01/07/2024 and collected fee of Rs. 1,15,350/- (Rupees One Lakh Fifteen Thousand Three Hundred and Fifty only) from the Applicant;

And whereas, the Department of Finance (Revenue and Control) vide letter No. 21/9/2024-Fin(R&C)/26193 dated 01/08/2024 and letter No. 21/9/2024-Fin(R&C)/26638 dated 24/09/2024 requested and clarified to the Town and Country Planning Department to collect fees as published in Official Gazette dated 28/03/2024 for all applications approved after that date i.e. 28/03/2024;

And whereas, in view of the said letters received from the Department of Finance (Revenue and Control), the Government directed that fees to be collected as published in the Official Gazette dated 28/03/2024 for all proposals considered for assessment of fees after that date;

And whereas, in view of the aforesaid letters of the Department of Finance (Revenue and Control) and direction of the Government, the Town and Country Planning Department re-assessed the fee payable in respect of the said Application dated 17/01/2024 of the Applicant as per the revised rate notified in the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 and accordingly issued another Assessment Order No. 36/18/423/17(2)/SJDA/264/1-B/TCP/2024/105 dated 26/02/2025 alongwith e-challan No. 202500145037 dated 26/02/2025 to the Applicant requesting him to deposit an additional fee of Rs. 14,22,650/- (Rupees Fourteen Lakhs, Twenty Two Thousand, Six Hundred and Fifty only) within 7 days of issue of the Order, by way of e-challan as enclosed therewith and informing that on failure to do so, further decision as regards to correction/rectification of zone as notified vide Official Gazette, Series II No. 24, dated 12/9/2024 shall be taken for the property referred in the said Order;

And whereas, the said Assessment Order No. 36/18/423/17(2)/SJDA/264/1-B/TCP/2024/105 dated 26/02/2025 was duly received by the Applicant;

And whereas, the Applicant failed to deposit the additional fees as communicated vide Assessment Order No. 36/18/423/17(2)/SJDA/264/1-B/TCP/2024/105 dated 26/02/2025 within stipulated time;

And whereas, the Government vide Note dated 03/04/2025 granted additional time of 7 days to make payment as per Assessment Order dated 26/02/2025, with direction that on failure to do so, the Notification issued with regard to the application shall be rescinded;

And whereas, the applicant was accordingly directed to deposit additional fee of Rs. 14,22,650/- (Rupees Fourteen Lakhs, Twenty Two Thousand, Six Hundred and Fifty only) within 7 days of issue of the letter bearing No. 36/18/423/17(2)/SJDA/264/1-B/TCP/2024/187 dated 08/04/2025 alongwith e-challan No. 202500257669 dated 9/4/2025 and was informed that failing to do so, the correction/rectification of zones as notified vide Official Gazette dated 12/09/2024 shall be rescinded;

And whereas, the applicant has neglected and failed to deposit the said additional fee within the given time as communicated vide Assessment Order dated 26/02/2025;

Now, therefore, as decided by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Government Notification No. 36/18/17(2)/Notification (9)/TCP/2024/1394 dated 06/09/2024, published in the Official Gazette, Series II No. 19, dated 08/08/2024, is hereby rescinded only to the extent of the correction/rectification of zone carried out in respect of the plot of land specified against entry at Serial No. 1 of the Table of the said Government Notification No. 36/18/17(2)/Notification (9)/TCP/2024/1394 dated 06/09/2024.

This Notification shall come into force with immediate effect.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji.



Notification

36/18/394/17(2)/Verna/100/7/TCP/2024/193

Date: 22-Apr-2025

Read: 1. No. 36/18/394/17(2)/Verna/100/7/TCP/2024/193 dated 22-Apr-2025.

Whereas, the Town and Country Planning Department received Application dated 31/07/2023 of Mr. Caitano Santana Xavier (hereinafter referred to as “the Applicant”), under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plot of land as specified in detail in columns (2) to (5) of the Table below:

TABLE

| Sr. No. | Survey No. & Sub Division No. | Name of Village | Name of Taluka | Name of District | Alteration/modification carried out to the RPG-2021 |
|---------|-------------------------------|-----------------|----------------|------------------|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 100/7(Part) | Verna | Salcete | South Goa | Settlement Zone |

And whereas, the rectifications/corrections as requested in the said Application by the Applicant was scrutinized and recommendation of the Expert Committee alongwith the Report from registered professional was submitted to the Government for decision;

And whereas, the Government considered the said Reports and it was of the opinion that alterations/modifications as specified in column (6) of the above Table corresponding to survey numbers as specified in column (2) of said Table was necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and as such on 17/07/2024, the Government directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the above Table to the RPG-2021;

And whereas, the rates of processing fees and other fees for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) were notified vide the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023 came into force on the date of its publication in the Official Gazette i.e., 16/03/2023;

And whereas, the said rates have been revised vide the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024, published in Official Gazette, (Supplement), Series I No. 52, dated 28/03/2024;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 came into force on the date of its publication in the Official Gazette i.e., 28/03/2024;

And whereas, the Town and Country Planning Department carried out the assessment of fee payable in respect of the said Application dated 31/07/2023 of the Applicant as per the rate notified in the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023, by considering the rate of fee which was applicable on the date of receipt of the said Application i.e. 31/07/2023 and accordingly issued Assessment Order No. 36/18/394/17(2)/Verna/100/7/TCP-2024/1336 dated 31/07/2024 and collected fee of Rs. 45,000/- (Rupees Forty Five Thousand only) from the Applicant;

And whereas, the Department of Finance (Revenue and Control) vide letter No. 21/9/2024-Fin(R&C)/26193 dated 01/08/2024 and letter No. 21/9/2024-Fin(R&C)/26638 dated 24/09/2024 requested and clarified to the Town and Country Planning Department to collect fees as published in Official Gazette dated 28/03/2024 for all applications approved after that date i.e. 28/03/2024;

And whereas, in view of the said letters received from the Department of Finance (Revenue and Control), the Government directed that fees to be collected as published in the Official Gazette dated 28/03/2024 for all proposals considered for assessment of fees after that date;

And whereas, in view of the aforesaid letters of the Department of Finance (Revenue and Control) and direction of the Government, the Town and Country Planning Department re-assessed the fee payable in respect of the said Application dated 31/07/2023 of the Applicant as per the revised rate notified in the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 and accordingly issued another Assessment Order No. 36/18/394/17(2)/Verna/100/7/TCP-2024/158 dated 07/03/2025 alongwith e-challan No. 202500172302 dated 10/03/2025 to the Applicant requesting him to deposit an additional fee of Rs. 8,55,000/- (Rupees Eight Lakhs Fifty Five Thousand only) within 7 days of issue of the Order, by way of e-challan as enclosed therewith and informing that on failure to do so, further decision as regards to correction/rectification of zone as notified vide Official Gazette, Series II No. 19, dated 8/8/2024 shall be taken for the property referred in the said Order;

And whereas, the said Assessment Order No. 36/18/394/17(2)/Verna/100/7/TCP-2024/158 dated 07/03/2025 was duly received by the Applicant;

And whereas, the Applicant failed to deposit the additional fees as communicated vide Assessment Order No. 36/18/394/17(2)/Verna/100/7/TCP-2024/158 dated 07/03/2025 within stipulated time;

And whereas, the Government vide Note dated 03/04/2025 granted additional time of 7 days to make payment as per Assessment Order dated 07/03/2025, with direction that on failure to do so, the Notification issued with regard to the application shall be rescinded;

And whereas, the applicant was accordingly directed to deposit additional fee of Rs. 8,55,000/- (Rupees Eight Lakhs Fifty Five Thousand only) within 7 days of issue of the letter bearing No. 36/18/394/17(2)/Verna/100/7/TCP-2024/182 dated 08/04/2025 alongwith e-challan No. 202500256508 dated 8/4/2025 and was informed that failing to do so, the correction/rectification of zones as notified vide Official Gazette dated 08/08/2024 shall be rescinded;

And whereas, the applicant has neglected and failed to deposit the said additional fee within the given time as communicated vide Assessment Order dated 07/03/2025;

Now, therefore, as decided by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Government Notification No. 36/18/17(2)/Notification(8)/TCP-2024/1360 dated 07/08/2024, published in the Official Gazette, Series II No. 19, dated 08/08/2024, is hereby rescinded only to the extent of the correction/rectification of zone carried out in respect of the plot

of land specified against entry at Serial No. 7 of the Table of the said Government Notification No. 36/18/17(2)/Notification(8)/TCP-2024/1360 dated 07/08/2024.

This Notification shall come into force with immediate effect.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji.

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Notification

36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/192

Date: 22-Apr-2025

Read: 1. No. 36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/192 dated 22-Apr-2025.

Whereas, the Town and Country Planning Department received Application dated 01/02/2024 of Shri Sudesh Srikant Kavalekar (hereinafter referred to as “the Applicant”), under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plot of land as specified in detail in columns (2) to (5) of the Table below:

TABLE

| Sr. No. | Survey No. & Sub Division No. | Name of Village | Name of Taluka | Name of District | Alteration/modification carried out to the RPG-2021 |
|---------|-------------------------------|-----------------|----------------|------------------|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 87/15-A | Cortalim | Mormugao | South | Settlement Zone |

And whereas, the rectifications/corrections as requested in the said Application by the Applicant was scrutinized and recommendation of the Expert Committee alongwith the Report from registered professional was submitted to the Government for decision;

And whereas, the Government considered the said Reports and it was of the opinion that alterations/modifications as specified in column (6) of the above Table corresponding to survey numbers as specified in column (2) of said Table was necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and as such on 17/07/2024, the Government directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the above Table to the RPG-2021;

And whereas, the rates of processing fees and other fees for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) were notified vide the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023 came into force on the date of its publication in the Official Gazette i.e. 16/03/2023;

And whereas, the said rates have been revised vide the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024, published in Official Gazette, (Supplement), Series I No. 52, dated 28/03/2024;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 came into force on the date of its publication in the Official Gazette i.e. 28/03/2024;

And whereas, the Town and Country Planning Department carried out the assessment of fee payable in respect of the said Application dated 01/02/2024 of the Applicant as per the rate notified in the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023, by considering the rate of fee which was applicable on the date of receipt of the said Application i.e. 01/02/2024 and accordingly issued Assessment Order No. 36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/1351 dated 01/08/2024 and collected fee of Rs. 94,725/- (Rupees Ninety Four Thousand Seven Hundred and Twenty Five only) from the Applicant;

And whereas, the Department of Finance (Revenue and Control) vide letter No. 21/9/2024-Fin(R&C)/26193 dated 01/08/2024 and letter No. 21/9/2024-Fin(R&C)/26638 dated 24/09/2024 requested and clarified to the Town and Country Planning Department to collect fees as published in Official Gazette dated 28/03/2024 for all applications approved after that date i.e. 28/03/2024;

And whereas, in view of the said letters received from the Department of Finance (Revenue and Control), the Government directed that fees to be collected as published in the Official Gazette dated 28/03/2024 for all proposals considered for assessment of fees after that date;

And whereas, in view of the aforesaid letters of the Department of Finance (Revenue and Control) and direction of the Government, the Town and Country Planning Department re-assessed the fee payable in respect of the said Application dated 01/02/2024 of the Applicant as per the revised rate notified in the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 and accordingly issued another Assessment Order No. 36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/134 dated 06/03/2025 alongwith e-challan No. 202500170066 dated 07/03/2025 to the Applicant requesting him to deposit an additional fee of Rs. 11,68,275/- (Rupees Eleven Lakhs Sixty Eight Thousand Two Hundred and Seventy Five only) within 7 days of issue of the Order, by way of e-challan as enclosed therewith and informing that on failure to do so, further decision as regards to correction/rectification of zone as notified vide Official Gazette, Series II No. 19, dated 08/08/2024 shall be taken for the property referred in the said Order;

And whereas, the said Assessment Order No. 36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/134 dated 06/03/2025 was duly received by the Applicant;

And whereas, the Applicant failed to deposit the additional fees as communicated vide Assessment Order No. 36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/134 dated 06/03/2025 within stipulated time;

And whereas, the Government vide Note dated 03/04/2025 granted additional time of 7 days to make payment as per Assessment Order dated 06/03/2025, with direction that on failure to do so, the Notification issued with regard to the application shall be rescinded;

And whereas, the applicant was accordingly directed to deposit additional fee of Rs. 11,68,275/- (Rupees Eleven Lakhs Sixty Eight Thousand Two Hundred and Seventy Five only) within 7 days of issue of the letter bearing No. 36/18/385/17(2)/Cortalim/87/15-A/TCP/2024/180 dated 08/04/2025 alongwith e-challan No. 202500256449 dated 08/04/2025 and was informed that failing to do so, the correction/rectification of zones as notified vide Official Gazette dated 08/08/2024 shall be rescinded;

And whereas, the applicant has neglected and failed to deposit the said additional fee within the given time as communicated vide Assessment Order dated 06/03/2025;

Now, therefore, as decided by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Government Notification No. 36/18/17(2)/Notification(8)/TCP-2024/1360 dated 07/08/2024, published in the Official Gazette, Series II No. 24 dated 12/09/2024 is hereby rescinded only to the extent of the correction/rectification of zone carried out in respect of the plot of land specified against entry at Serial No. 4 of the Table of the said Government Notification No. 36/18/17(2)/Notification(8)/TCP-2024/1360 dated 07/08/2024.

This Notification shall come into force with immediate effect.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji.

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Notification

36/18/386/17(2)/Cortalim/87/15-c/TCP/2024/190

Date: 22-Apr-2025

Whereas, the Town and Country Planning Department received Application dated 01/02/2024 of Shri Sudesh Srikant Kavalekar (hereinafter referred to as “the Applicant”), under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plot of land as specified in detail in columns (2) to (5) of the Table below:

TABLE

| Sr. No. | Survey No. & Sub Division No. | Name of Village | Name of Taluka | Name of District | Alteration/modification carried out to the RPG-2021 |
|---------|-------------------------------|-----------------|----------------|------------------|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 87/15-C(Part) | Cortalim | Mormugao | South | Settlement Zone |

And whereas, the rectifications/corrections as requested in the said Application by the Applicant was scrutinized and recommendation of the Expert Committee alongwith the Report from registered professional was submitted to the Government for decision;

And whereas, the Government considered the said Reports and it was of the opinion that alterations/modifications as specified in column (6) of the above Table corresponding to survey numbers as specified in column (2) of said Table was necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and as such on 16/07/2024, the Government directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the above Table to the RPG-2021;

And whereas, the rates of processing fees and other fees for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) were notified vide the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023 came into force on the date of its publication in the Official Gazette i.e., 16/03/2023;

And whereas, the said rates have been revised vide the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024, published in Official Gazette, (Supplement), Series I No. 52, dated 28/03/2024;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 came into force on the date of its publication in the Official Gazette i.e. 28/03/2024;

And whereas, the Town and Country Planning Department carried out the assessment of fee payable in respect of the said Application dated 01/02/2024 of the Applicant as per the rate notified in the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023, by considering the rate of fee which was applicable on the date of receipt of the said Application i.e. 01/02/2024 and accordingly issued Assessment Order No. 36/18/386/17(2)/Cortalim/87/15-C/TCP/2024/1327 dated 23/7/2024 and collected fee of Rs. 1,02,750/- (Rupees One Lakhs Two Thousand Seven Hundred and Fifty only) from the Applicant;

And whereas, the Department of Finance (Revenue and Control) vide letter No. 21/9/2024-Fin(R&C)/26193 dated 01/08/2024 and letter No. 21/9/2024-Fin(R&C)/26638 dated 24/09/2024 requested and clarified to the Town and Country Planning Department to collect fees as published in Official Gazette dated 28/03/2024 for all applications approved after that date i.e. 28/03/2024;

And whereas, in view of the said letters received from the Department of Finance (Revenue and Control), the Government directed that fees to be collected as published in the Official Gazette dated 28/03/2024 for all proposals considered for assessment of fees after that date;

And whereas, in view of the aforesaid letters of the Department of Finance (Revenue and Control) and direction of the Government, the Town and Country Planning Department re-assessed the fee payable in respect of the said Application dated 01/02/2024 of the Applicant as per the revised rate notified in the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 and accordingly issued another Assessment Order No. 36/18/386/17(2)/Cortalim/87/15-C/TCP/2024/132 dated 06/03/2025 alongwith e-challan No. 202500170120 dated 07/03/2025 to the Applicant requesting him to deposit an additional fee of Rs. 12,67,250/- (Rupees Twelve Lakhs Sixty Seven Thousand Two Hundred Fifty only) within 7 days of issue of the Order, by way of e-challan as enclosed therewith and informing that on failure to do so, further decision as regards to correction/rectification of zone as notified vide Official Gazette, Series II No. 24, dated 12/09/2024 shall be taken for the property referred in the said Order;

And whereas, the said Assessment Order No. 36/18/386/17(2)/Cortalim/87/15-C/TCP/2024/132 dated 06/03/2025 was duly received by the Applicant;

And whereas, the Applicant failed to deposit the additional fees as communicated vide Assessment Order No. 36/18/386/17(2)/Cortalim/87/15-C/TCP/2024/132 dated 06/03/2025 within stipulated time;

And whereas, the Government vide Note dated 03/04/2025 granted additional time of 7 days to make payment as per Assessment Order dated 06/03/2025, with direction that on failure to do so, the Notification issued with regard to the application shall be rescinded;

And whereas, the applicant was accordingly directed to deposit additional fee of Rs. 12,67,250/- (Rupees Twelve Lakhs Sixty Seven Thousand Two Hundred Fifty only) within 7 days of issue of the letter bearing No. 36/18/386/17(2)/Cortalim/87/15-C/TCP/2024/179 dated 08/04/2025 alongwith e-challan No. 202500256422 dated 08/04/2025 and was informed that failing to do so, the correction/rectification of zones as notified vide Official Gazette dated 12/09/2024 shall be rescinded;

And whereas, the applicant has neglected and failed to deposit the said additional fee within the given time as communicated vide Assessment Order dated 06/03/2025;

Now, therefore, as decided by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Government Notification No. 36/18/17(2)/Notification(9)/TCP-2024/1394 dated 6/9/2024, published in the Official Gazette, Series II No. 24 dated 12/09/2024 is hereby rescinded only to the extent of the correction/rectification of zone carried out in respect of the plot of land specified against entry at Serial No. 2 of the Table of the said Government Notification No. 36/18/17(2)/Notification(9)/TCP-2024/1394 dated 6/9/2024.

This Notification shall come into force with immediate effect.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji.

Notification

36/18/384/17(2)/Cortalim/87/15-B/TCP/2024/191

Date: 22-Apr-2025

Whereas, the Town and Country Planning Department received Application dated 01/02/2024 of Shri Sudesh Srikant Kavalekar (hereinafter referred to as “the Applicant”), under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of

inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plot of land as specified in detail in columns (2) to (5) of the Table below:-

TABLE

| Sr. No. | Survey No. & Sub Division No. | Name of Village | Name of Taluka | Name of District | Alteration/modification carried out to the RPG-2021 |
|---------|-------------------------------|-----------------|----------------|------------------|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 87/15-B | Cortalim | Mormugao | South | Settlement Zone |

And whereas, the rectifications/corrections as requested in the said Application by the Applicant was scrutinized and recommendation of the Expert Committee alongwith the Report from registered professional was submitted to the Government for decision;

And whereas, the Government considered the said Reports and it was of the opinion that alterations/modifications as specified in column (6) of the above Table corresponding to survey numbers as specified in column (2) of said Table was necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and as such on 17/07/2024, the Government directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the above Table to the RPG-2021;

And whereas, the rates of processing fees and other fees for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) were notified vide the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023 came into force on the date of its publication in the Official Gazette i.e. 16/03/2023;

And whereas, the said rates have been revised vide the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024, published in Official Gazette, (Supplement), Series I No. 52, dated 28/03/2024;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 came into force on the date of its publication in the Official Gazette i.e. 28/03/2024;

And whereas, the Town and Country Planning Department carried out the assessment of fee payable in respect of the said Application dated 01/02/2024 of the Applicant as per the rate notified in the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023, by considering the rate of fee which was applicable on the date of receipt of the said Application i.e. 01/02/2024 and accordingly issued Assessment Order No. 36/18/384/17(2)/Cortalim/87/15-B/TCP/2024/1331 dated 29/07/2024 and collected fee of Rs. 1,12,500/- (Rupees One Lakh Twelve Thousand Five Hundred only) from the Applicant;

And whereas, the Department of Finance (Revenue and Control) vide letter No. 21/9/2024-Fin(R&C)/26193 dated 01/08/2024 and letter No. 21/9/2024-Fin(R&C)/26638 dated 24/09/2024 requested and clarified to the Town and Country Planning Department to collect fees as published in Official Gazette dated 28/03/2024 for all applications approved after that date i.e. 28/03/2024;

And whereas, in view of the said letters received from the Department of Finance (Revenue and Control), the Government directed that fees to be collected as published in the Official Gazette dated 28/03/2024 for all proposals considered for assessment of fees after that date;

And whereas, in view of the aforesaid letters of the Department of Finance (Revenue and Control) and direction of the Government, the Town and Country Planning Department re-assessed the fee payable in respect of the said Application dated 01/02/2024 of the Applicant as per the revised rate notified in the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 and accordingly issued another Assessment Order No. 36/18/384/17(2)/Cortalim/87/15-B/TCP/2024/130 dated 06/03/2025 alongwith e-challan No. 202500167150 dated 06/03/2025 to the Applicant requesting him to deposit an

additional fee of Rs. 13,87,500/- (Rupees Thirteen Lakhs Eighty Seven Thousand Five Hundred only) within 7 days of issue of the Order, by way of e-challan as enclosed therewith and informing that on failure to do so, further decision as regards to correction/rectification of zone as notified vide Official Gazette, Series II No. 19, dated 08/08/2024 shall be taken for the property referred in the said Order;

And whereas, the said Assessment Order No. 36/18/384/17(2)/Cortalim/87/15-B/TCP/2024/130 dated 06/03/2025 was duly received by the Applicant;

And whereas, the Applicant failed to deposit the additional fees as communicated vide Assessment Order No. 36/18/384/17(2)/Cortalim/87/15-B/TCP/2024/130 dated 06/03/2025 within stipulated time;

And whereas, the Government vide Note dated 03/04/2025 granted additional time of 7 days to make payment as per Assessment Order dated 06/03/2025, with direction that on failure to do so, the Notification issued with regard to the application shall be rescinded;

And whereas, the applicant was accordingly directed to deposit additional fee of Rs. 13,87,500/- (Rupees Thirteen Lakhs Eighty Seven Thousand Five Hundred only) within 7 days of issue of the letter bearing No. 36/18/384/17(2)/Cortalim/87/15-B/TCP/2024/181 dated 08/04/2025 alongwith e-challan No. 202500256469 dated 08/04/2025 and was informed that failing to do so, the correction/rectification of zones as notified vide Official Gazette dated 08/08/2024 shall be rescinded;

And whereas, the applicant has neglected and failed to deposit the said additional fee within the given time as communicated vide Assessment Order dated 06/03/2025;

Now, therefore, as decided by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Government Notification No. 36/18/17(2)/Notification(8)/TCP-2024/1360 dated 07/08/2024, published in the Official Gazette, Series II No. 19 dated 08/08/2024 is hereby rescinded only to the extent of the correction/rectification of zone carried out in respect of the plot of land specified against entry at Serial No. 5 of the Table of the said Government Notification No. 36/18/17(2)/Notification(8)/TCP-2024/1360 dated 07/08/2024.

This Notification shall come into force with immediate effect.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji.

Notification

36/18/412/17(2)/Pirna/9/5/TCP/2024/195

Date: 22-Apr-2025

Whereas, the Town and Country Planning Department received Application dated 03/07/2023 of Josefina D'mello (hereinafter referred to as "the Applicant"), under sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) in respect of the plot of land as specified in detail in columns (2) to (5) of the Table below:

TABLE

| Sr. No. | Survey No. & Sub Division No. | Name of Village | Name of Taluka | Name of District | Alteration/modification carried out to the RPG-2021 |
|---------|-------------------------------|-----------------|----------------|------------------|---|
| (1) | (2) | (3) | (4) | (5) | (6) |
| 1. | 9/5 | Pirna | Bardez | North | Settlement zone |

And whereas, the rectifications/corrections as requested in the said Application by the Applicant was scrutinized and recommendation of the Expert Committee alongwith the Report from registered professional was submitted to the Government for decision;

And whereas, the Government considered the said Reports and it was of the opinion that alterations/modifications as specified in column (6) of the above Table corresponding to survey numbers as specified in column (2) of said Table was necessary to be carried out to the RPG-2021 for the purpose of rectifying inadvertent errors that have occurred, and for correction of inconsistent/incoherent zoning proposals in the RPG-2021 and as such on 22/08/2024, the Government directed the Chief Town Planner (Planning) to carry out alterations/modifications as specified in column (6) of the above Table to the RPG-2021;

And whereas, the rates of processing fees and other fees for correction of inconsistent/incoherent zoning in the Regional Plan for Goa-2021 (RPG-2021) were notified vide the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023 came into force on the date of its publication in the Official Gazette i.e., 16/03/2023;

And whereas, the said rates have been revised vide the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024, published in Official Gazette, (Supplement), Series I No. 52, dated 28/03/2024;

And whereas, the said Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2024 came into force on the date of its publication in the Official Gazette i.e., 28/03/2024;

And whereas, the Town and Country Planning Department carried out the assessment of fee payable in respect of the said Application dated 03/07/2023 of the Applicant as per the rate notified in the Government Notification No. 21/1/TCP/GTCPACT(PART)/897 dated 15/03/2023, published in Official Gazette, (Supplement), Series I No. 50, dated 16/03/2023, by considering the rate of fee which was applicable on the date of receipt of the said Application i.e. 03/07/2023 and accordingly issued Assessment Order No. 36/18/412/17(2)/Pirna/9/5/TCP/2024/1401 dated 17/09/2024 and collected fee of Rs. 2,60,000 /- (Rupees Two Lakhs Sixty Thousand only) from the Applicant;

And whereas, the Department of Finance (Revenue and Control) vide letter No. 21/9/2024-Fin(R&C)/26193 dated 01/08/2024 and letter No. 21/9/2024-Fin(R&C)/26638 dated 24/09/2024 requested and clarified to the Town and Country Planning Department to collect fees as published in Official Gazette dated 28/03/2024 for all applications approved after that date i.e. 28/03/2024;

And whereas, in view of the said letters received from the Department of Finance (Revenue and Control), the Government directed that fees to be collected as published in the Official Gazette dated 28/03/2024 for all proposals considered for assessment of fees after that date;

And whereas, in view of the aforesaid letters of the Department of Finance (Revenue and Control) and direction of the Government, the Town and Country Planning Department re-assessed the fee payable in respect of the said Application dated 03/07/2023 of the Applicant as per the revised rate notified in the Government Notification No. 21/1/TCP/GTCPACT/2023/579 dated 28/03/2025 and accordingly issued another Assessment Order No. 36/18/412/17(2)/Pirna/9/ 5/TCP /2024/141 dated 06/03/2025 alongwith e-challan No. 202500170065 dated 07/03/2025 to the Applicant requesting him to deposit an additional fee of Rs. 23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand only) within 7 days of issue of the Order, by way of e-challan as enclosed therewith and informing that on failure to do so, further decision as regards to correction/rectification of zone as notified vide Official Gazette, Series II No. 28, dated 10/10/2024 shall be taken for the property referred in the said Order;

And whereas, the said Assessment Order No. 36/18/412/17(2)/Pirna/9/5/TCP/2024/141 dated 06/03/2025 was duly received by the Applicant;

And whereas, the Applicant failed to deposit the additional fees as communicated vide Assessment Order No. 36/18/412/17(2)/Pirna/9/5/TCP/2024/141 dated 06/03/2025 within stipulated time;

And whereas, the Government vide Note dated 03/04/2025 granted additional time of 7 days to make payment as per Assessment Order dated 06/03/2025 with direction that on failure to do so, the Notification issued with regard to the application shall be rescinded;

And whereas, the applicant was accordingly directed to deposit additional fee of Rs. 23,40,000/- (Rupees Twenty Three Lakhs Forty Thousand only) within 7 days of issue of the letter bearing No.

36/18/412/17(2)/Pirna/9/5/TCP/2024/183 dated 08/04/2025 alongwith e-challan No. 202500256520 dated 08/04/2025 and was informed that failing to do so, the correction/rectification of zones as notified vide Official Gazette dated 10/10/2024 shall be rescinded;

And whereas, the applicant has neglected and failed to deposit the said additional fee within the given time as communicated vide Assessment Order dated 08/04/2025.

Now, therefore, as decided by the Government and in pursuance of sub-section (2) of section 17 of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with section 21 of the General Clauses Act, 1897 (10 of 1897), the Government Notification No. 36/18/17(2)/Notification (10)/TCP-2024/1438 dated 08/10/2024, published in the Official Gazette, Series II No. 28, dated 10/10/2024, is hereby rescinded only to the extent of the correction/rectification of zone carried out in respect of the plot of land specified against entry at Serial No. 11 of the Table of the said Government Notification No. 36/18/17(2)/Notification (10)/TCP-2024/1438 dated 08/10/2024.

This Notification shall come into force with immediate effect.

Rajesh J. Naik, Chief Town Planner (Planning).

Panaji.



Department of Urban Development

Municipal Administration

Notification

14/DMA/STAT/GSUDA-SHPC/2024-25/264

Date: 22-Apr-2025

Sub.: State High Powered Committee (SHPC) under Swachh Bharat Mission (SBM) 2.0.

In pursuance to the operational guidelines of Swachh Bharat Mission Urban 2.0, the Government of Goa is pleased to constitute State High Powered Committee (SHPC) for the management of SBM Urban 2.0 at the State/UT level.

The State High Powered Committee (SHPC) constituted is as under:-

| Sr. No. | Designation | SHPC Designation |
|---------|--|-------------------|
| 1 | 2 | 3 |
| i | Chief Secretary | Chairman. |
| ii | Secretary (UD)/Principal Secretary (Urban Development) | Member. |
| iii | Secretary (PWD)/Principal Secretary (Public Health & Engineering) | Member. |
| iv | Principal Secretary (Finance) | Member. |
| v | Secretary (Housing)/Principal Secretary (Housing) | Member. |
| vi | Secretary (Environment)/Principal Secretary (Environment & Forest) | Member. |
| vii | Chairman – Goa State Pollution Control Board | Member. |
| viii | Representative of MoHUA | Member. |
| ix | Mission Director of SBM-Grameen at State level | Member. |
| x | State Mission Director | Member Secretary. |

The SHPC may co-opt/induct any other members based on requirement. The SHPC will play a majorly strategic role, including oversight of regulatory compliances, and will include:

1. Planning

- (i) approving overall plan for achieving SBM objectives;
- (ii) planning for fund flow in the short, medium and long term;
- (iii) planning for additional resource mobilization
- (iv) selection of clusters so that common infrastructure could be shared between a group of cities/towns/contiguous rural areas
- (v) planning for encumbrance free land to be made available for setting up necessary infrastructure.

2. Review and Implementation of project progress

- (i) ensuring convergence of action for sanitation and waste management in the urban and rural areas of the State and bringing about inter departmental coordination for this purpose
- (ii) conducting independent review and monitoring during execution of projects
- (iii) ensuring timely audits of funds released and reviewing the “Action Taken Reports” on various audit reports of the mission and other similar reports.

3. Capacity building of stakeholders

- (i) facilitating capacity building of parastatal bodies that would help ULBs to implement used water management
- (ii) reviewing the progress of capacity building initiatives, IEC and public awareness activities under the mission.

3. Miscellaneous

- (i) addressing violation of norms and conditions
- (ii) reviewing legal issues, if any;
- (iii) taking up any other matter relevant for the efficient implementation of the mission, or matters referred to it by the SBM National Mission Directorate.

This is issued with the approval of the Government.

Sd/-, Director of Municipal Administration/Urban Development.

Panaji.